

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

Portland Pilots, Inc. and Sprague	)	
Operating Resources, LLC	)	
Plaintiffs	)	
	)	
v.	)	2:15-CV-00442-dbh
	)	
M/V Nova Star (IMO # 9462067),	)	
her engines, boilers, tackle,	)	
appurtenances, electronics, etc.,	)	
In Rem,	)	
Defendant	)	

**[PROPOSED]  
VERIFIED COMPLAINT**

Intervening plaintiff, Sprague Operating Resources, LLC (“Sprague”), alleges as follows for its Verified Complaint against the M/V Nova Star, her engines, tackle equipment, appurtenances, etc. (“Vessel”)

**JURISDICTION, PARTIES, AND VENUE**

- 1) This *in rem* action is within the admiralty and maritime jurisdiction of this Court pursuant to 28 U.S.C. §1333. The claims asserted against the Vessel are admiralty and maritime claims within the meaning of Fed. R. Civ. P. 9(h) and the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions (“Supplemental Rules”).
- 2) Sprague, a Delaware Limited Liability Company with its principal place of business in Portsmouth, New Hampshire, is a provider of marine bunker fuel in the United States.
- 3) Upon information and belief, the Vessel is owned by Singapore Technologies Marine Limited (“ST Marine”), which is a foreign corporation with offices located in Singapore.
- 4) Upon information and belief, at all relevant times, the Vessel was being operated by Nova Star Cruises Ltd. (“Nova Star Cruises”) pursuant to a bareboat charter agreement.

- 5) The Vessel currently is, and during the pendency of this action will be, in Portland, Maine, within the District of Maine and the jurisdiction of this Court.
- 6) Venue in this district is proper under 28 U.S.C. § 1391(b), Rule C of the Supplemental Rules, and the general maritime law.

**COUNT I**  
**FORECLOSURE OF MARITIME LIEN AGAINST THE VESSEL FOR THE FAILURE**  
**TO PAY FOR NECESSARIES FURNISHED TO THE VESSEL IN JUNE 2015**  
**(JUNE DELIVERY)**

- 7) Sprague repeats and realleges paragraphs 1 through 6 of the Verified Complaint with the same force and effect as if repeated and set forth at length herein.
- 8) Upon information and belief, as of June 9, 2015, Nova Star Cruises entered into an agreement with Bunkers International Corp. (“BIC”) to arrange for the delivery of bunker fuel to the Vessel at the Port of Portland, Maine.
- 9) Upon information and belief, Nova Star Cruises and BIC have authority to procure necessities for, and establish liens on, the Vessel as contemplated by 46 U.S.C. §§ 31341 and 31342 and the general maritime law.
- 10) On June 9, 2015, Sprague, as sellers, and BIC, as agents and buyers for the benefit of the Vessel, entered into an agreement for the sale and delivery of approximately 350 metric tons of bunkers to the Vessel at the port of Portland, Maine on or about June 12, 2015.
- 11) Prior to delivery, Sprague coordinated with agents of the Vessel to facilitate the timely delivery of bunkers to the Vessel.
- 12) On June 12, 2015, upon the order of the Nova Star Cruises and/or its agent, Sprague physically supplied and delivered approximately 350.024 metric tons of bunkers (“June Delivery”) to the Vessel in Portland, Maine, which the Vessel accepted and acknowledged by stamping Sprague’s bunker receipt for the delivery (“June Bunker

Delivery Receipt”). A true and accurate copy of the June Bunker Delivery Receipt is attached hereto as Exhibit A.

- 13) Sprague’s June Bunker Delivery Receipt states in relevant part that “[n]o disclaimer of any type or form will be accepted on this Bunker Delivery Receipt, nor should any stamp be applied, will it alter, change, or waive the Seller’s maritime lien against the vessel or waive the vessel’s ultimate responsibility for the debt incurred through this transaction.”
- 14) On June 16, 2015, Sprague issued an invoice to BIC for the total amount of \$147,354.92 (“June Invoice”) for the bunkers delivered and accepted as reflected in the June Bunker Receipt. A true and accurate copy of the June Invoice is attached hereto as Exhibit B.
- 15) Pursuant to the June Invoice, payment was due to Sprague within 30 days of the issuance of the June Invoice.
- 16) Despite demands for payment, Sprague has not received any payment for the amounts due in connection with the June Invoice.
- 17) By making the June Delivery, Sprague possesses a maritime lien on the Vessel for the full amount due under the June Invoice, plus interests and costs.
- 18) Sprague has the right to exercise all the rights and remedies provided to holders of maritime liens, including the right to enforce its maritime lien against the Vessel pursuant to the Commercial Instruments and Maritime Lien Act, 46 U.S.C. §§ 31301, *et seq.* and the general maritime law.
- 19) Sprague has suffered damages as a result of the failure of the Vessel to pay the amounts owed for the bunker fuel furnished to the Vessel by Sprague.

**COUNT II**  
**FORECLOSURE OF MARITIME LIEN AGAINST THE VESSEL FOR THE FAILURE**  
**TO PAY FOR THE NECESSARIES FURNISHED TO THE VESSEL IN JULY 2015**  
**(JULY DELIVERY)**

- 20) Sprague repeats and realleges paragraphs 1 through 19 of the Verified Complaint with the same force and effect as if repeated and set forth at length herein.
- 21) Upon information and belief, as of June 30, 2015, Nova Star Cruises entered into an agreement with BIC to arrange for the delivery of bunker fuel to the Vessel at the port of Portland, Maine.
- 22) Upon information and belief, Nova Star Cruises and BIC have authority to procure necessities for, and establish liens on, the Vessel as contemplated by 46 U.S.C. §§ 31341 and 31342 and the general maritime law.
- 23) On June 30, 2015, Sprague, as sellers, and BIC, as agents and buyers for the benefit of the Vessel, entered into an agreement for the sale and delivery of approximately 400 metric tons of bunkers to the Vessel at the port of Portland, Maine on or about July 2, 2015.
- 24) Prior to delivery, Sprague coordinated with agents of the Vessel to facilitate the timely delivery of bunkers to the Vessel.
- 25) On July 2, 2015, upon the order of the Nova Star Cruises and/or its agent, Sprague physically supplied and delivered approximately 400.328 metric tons of bunkers (“July Delivery”) to the Vessel in Portland, Maine, which the Vessel accepted and acknowledged by stamping Sprague’s bunker receipt for the delivery (“July Bunker Delivery Receipt”). A true and accurate copy of the July Bunker Delivery Receipt is attached hereto as Exhibit C.

- 26) Sprague's July Bunker Delivery Receipt states in relevant part that "[n]o disclaimer of any type or form will be accepted on this Bunker Delivery Receipt, nor should any stamp be applied, will it alter, change, or waive the Seller's maritime lien against the vessel or waive the vessel's ultimate responsibility for the debt incurred through this transaction."
- 27) On July 6, 2015, Sprague issued an invoice to BIC for the total amount of \$149,719.68 ("July Invoice") for the bunkers delivered and accepted as reflected in the July Bunker Receipt. A true and accurate copy of the July Invoice is attached hereto as Exhibit D.
- 28) Pursuant to the July Invoice, payment was due to Sprague within 30 days of the issuance of the July Invoice.
- 29) Despite demands for payment, Sprague has not received any payment for the amounts due in connection with the July Invoice.
- 30) By making the July Delivery, Sprague possesses a maritime lien against the Vessel for the full amount due under the July Invoice, plus interests and costs.
- 31) Sprague has the right to exercise all the rights and remedies provided to holders of maritime liens, including the right to enforce its maritime lien against the Vessel pursuant to the Commercial Instruments and Maritime Lien Act, 46 U.S.C. §§ 31301, *et seq.* and the general maritime law.
- 32) Sprague has suffered damages as a result of the failure of the Vessel to pay the amounts owed for the bunker fuel furnished to the Vessel by Sprague.

WHEREFORE, Sprague Operating Resources, LLC, prays that this Honorable Court adjudge as follows:

- (i) That *in rem* process issue in due form of law, according to the practice of this honorable Court in matters of admiralty and maritime jurisdiction, against the Vessel pursuant to Rule C of the Supplemental Rules;
- (ii) That all persons having or claiming to have any interest in the Vessel be cited to appear and answer under oath;
- (iii) That Sprague's claims be adjudged valid and enforceable maritime liens against the Vessel and an *in rem* judgment enter in its favor against the Vessel for the full amount owed to Sprague, together with costs, interest, and reasonable attorneys' fees;
- (iv) That the Vessel be condemned and sold to satisfy Sprague's judgment; and
- (v) That Sprague have such other and further relief as this Honorable Court deems just and appropriate.

Dated:

Respectfully submitted,

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Michael J. Daly  
PIERCE ATWOOD LLP  
72 Pine Street, 5<sup>th</sup> Floor  
Providence, RI 02903  
(401) 490-3424  
[mdaly@pierceatwood.com](mailto:mdaly@pierceatwood.com)

[VERIFICATION FOLLOWS]

**VERIFICATION**

- 1) I, Derek Hintz, am the Credit Supervisor for Sprague Operating Resources, Inc.  
(“Sprague”).
- 2) I have read the foregoing Verified Complaint and I know the allegations set forth therein are true to the best of my knowledge. As to the matters therein stated to be upon information and belief, I believe them to be true.
- 3) The sources of my information and the grounds for my beliefs are the business records of Sprague, filings with this Court, and recent newspaper articles concerning this action.

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Derek Hintz

Dated: November 4, 2015



# **EXHIBIT A**



ENERGY AND MATERIALS HANDLING SINCE 1870

**BUNKER DELIVERY RECEIPT**  
 (NOT A VALID DOCUMENT FOR VAT CLAIMS)
Delivery Note  
Number:

U-15-00896

Bunkers delivered to: MV: <b>NOVA STAR</b>	Port: <b>SOUTH PORTLAND</b>	Date of Delivery: <b>06/12/15</b>
Receiving ship IMO Number: <b>9462067</b>	Product Analysis Density at 15 deg C (Kg/m)	Grade: <b>Rmg 380 H.S</b>
Port of start of voyage:	Viscosity in cst, at 50 deg C (at 40 deg C for distillates)	<b>0.9893</b>
Voyage Destination: <b>Yarmouth, NS, CA</b>	Sulphur Content (% m/m)	<b>297.2</b>
Owner/Operator/Account of: <b>NOVA STAR</b>	Flash Point, deg C	<b>2.19</b>
		<b>71.5</b>

Mode of Delivery	Barge Name and IMO Number: <b>Portland Bunker 1</b>	Witnessing by Receiving Vessel	Starting measurements	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
	RTW Registration Number: <b>SPR, 5 STRD</b>		Finishing measurements	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
	Tank Number(s):		Sampling procedure	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No

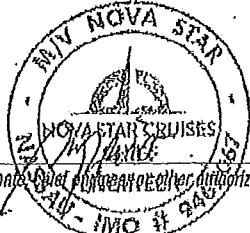
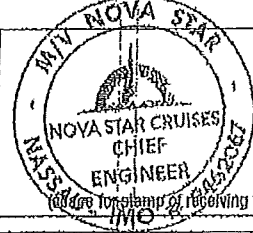
Product	Alongside Vessel Date	Time	Connection Made Date	Time	Started Delivery Date	Time	Finished Delivery Date	Time	Hoses Off Date	Time	Departed Date	Time
Rmg 380 H.S	06/12	18:40	06/12	19:05	06/12	19:08	06/12	19:50	06/12	20:00	06/12	20:10

Description	Gross Measured BBLs	Temp deg C	Temperature Correction Factor	Billing Quantities	
				Net BBLs	Metric Tons
FUEL OIL Rmg cst 380 H.S	2320.02	73.1	0.9603	2227.93	350.024
FUEL OIL cst					
MARINE DIESEL OIL					
MARINE GAS OIL					

SUPPLIER'S SAMPLE(S):	VESSEL'S SAMPLE(S):	MARPOL SAMPLE(S):
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Record seal reference numbers and any other identifying features in the boxes above. If more space is required use the remarks area below.

FOR DELIVERY FACILITY:	I certify that the product(s) supplied is/are in conformity with Regulation 18(1) and Regulation 14(1) or Regulation 14(4a) as the case may be, of MARPOL 73/78 Annex VI.
Signed:	Name and Position:

FOR RECEIVING VESSEL:	I acknowledge receipt on board my vessel of the quantity of oil specified hereon together with the signed, sealed representative sample(s) identified above.
<div style="display: flex; justify-content: space-between;"> <div>           Date: <u>12.06.15</u> Signature: <u>[Signature]</u>            (master, mate or other authorized person)         </div> <div>           (Rank) <u>S/E</u> </div> </div>	
<div style="display: flex; justify-content: space-around;">   </div>	
This oil has not borne excise duty and must be used only on board vessels on marine voyages. Customer's permission must be obtained before diversion to alternative use.	

Remarks of either party:	<b>1333715</b>
Reference to Note(s) of Protest:	<b>1333717</b>
	<b>1333716</b>

No disclaimer stamp of any type of form will be accepted on this Bunker Delivery Receipt, nor should any stamp be applied, will it alter, change, or waive the Seller's maritime lien against the vessel or waive the vessel's ultimate responsibility for the debt incurred through this transaction.

# **EXHIBIT B**



**Sprague Operating Resources LLC**  
**185 International Drive**  
**Portsmouth, NH 03801-6809**

**Invoice Number: 15147046**

## ***Invoice***

**Invoice Date:** 6/16/2015

Bunkers International Corp  
 1071 S. Sun Drive, Suite 3  
 Lake Mary, FL 32746  
 United States

**Contact Name:** Bill Preusch  
**Phone:** (407) 328-7757  
**Fax:** (407) 328-0045

**SEC Voyage:** V-15-00896  
**SEC Contract No:** BUS15(TS)0001

**SEC Scheduler:** Kenneth Fonseca  
**Scheduler Phone:** (603) 430-5337

Date	Product	Delivery Term	Terminal	Delivery Basis	Vessel	Volume	UOM	Price Per Metric Ton	SubTotals
6/12/2015	Bunker IFO 380	DLVD	So Portland Bunker	Bunkers International-Portland Bunker No.1	Portland	350.0200	MT	\$ 420.99000	\$ 147,354.92
									<b>\$ 147,354.92</b>

Book Sequence: Nova Star

Invoice	Term	Due Date	Invoice Total
15147046	NET 30 DAYS FROM DATE OF DELIVERY	07/12/2015	<b>\$147,354.92</b>

**PLEASE REMIT VIA WIRE TRANSFER TO:**  
**JPMORGAN CHASE BANK**  
**NEW YORK, NY**  
**ACCT: SPRAGUE OPERATING RESOURCES LLC**  
**ACCOUNT NO: 799760913**  
**ABA NO: 021000021**

For questions regarding this invoice, please contact Janet Kathios by calling (603) 430-7221 or faxing (603) 430-7275.

# **EXHIBIT C**



# Sprague

ENERGY AND MATERIALS HANDLING SINCE 1870.

## BUNKER DELIVERY RECEIPT

(NOT A VALID DOCUMENT FOR VAT CLAIMS)

Delivery Note  
Number:

V-15-00962

Bunkers delivered to: MV: <u>NOVA STAR</u>	Port: <u>S. Portland, ME</u>	Date of Delivery: <u>07-02-2015</u>
Receiving ship IMO Number: <u>24462067</u>	Product Analysis: <u>RMG</u>	<u>RMG 380</u>
Port at start of voyage: <u>NOVA SCOTIA</u>	Density at 15 deg C (Kg/m <sup>3</sup> ): <u>987.3</u>	
Voyage Destination: <u>NOVA SCOTIA</u>	Viscosity in cst, at 50 deg C (at 40 deg C for distillates): <u>297.2</u>	
Owner/Operator/On account of: <u>NOVA STAR</u>	Sulphur Content (% m/m): <u>2.19</u>	
	Flash Point, deg C: <u>71.5</u>	

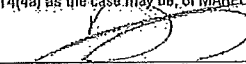
Mode of Delivery	Barge Name and IMO Number: <u>PBI</u>	Witnessed by Receiving Vessel	Starting measurements: <u>Yes</u> / No
	RTW Registration Number: <u>5 Port, 5 Star</u>		Finishing measurements: <u>Yes</u> / No
	Tank Number(s):		Sampling procedure: <u>Yes</u> / No

Product	Alongside Vessel		Connection Made		Started Delivery		Finished Delivery		Hoses Off		Departed	
	Date	Time	Date	Time	Date	Time	Date	Time	Date	Time	Date	Time
<u>RMG 380</u>	<u>7-2-15</u>	<u>1840</u>	<u>7-2-15</u>	<u>1851</u> <u>1900</u>	<u>7-2-15</u>	<u>1858</u> <u>1900</u>	<u>7-2-15</u>	<u>1942</u>	<u>7-2-15</u>	<u>1945</u>	<u>7-2-15</u>	<u>1950</u>

Description	Gross Measured BBLs	Temp deg C	Temperature Correction Factor	Billing Quantities	
				Net BBLs	Metric Tons
FUEL OIL <u>cst</u> <u>RMG 380 HS</u>	<u>2642.27</u>	<u>67.2</u>	<u>.9644</u>	<u>2548.11</u>	<u>400.328 M</u>
FUEL OIL <u>cst</u>					
MARINE DIESEL OIL					
MARINE GAS OIL					

SUPPLIER'S SAMPLE(S): <u>1333731</u>	VESSEL'S SAMPLE(S):	MARPOL SAMPLE(S):
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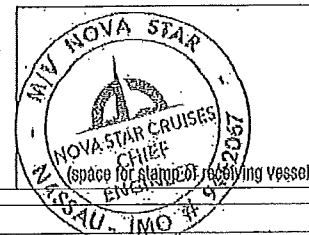
Record seal reference numbers and any other identifying features in the boxes above. If more space is required use the remarks area below.

FOR DELIVERY FACILITY: <u>1333730</u>	I certify that the product(s) supplied is/are in conformity with Regulation 18(1) and Regulation 14(1) or Regulation 14(4a) as the case may be, of MARPOL 73/78 Annex VI.
Signed: 	Name and Position:

FOR RECEIVING VESSEL:	I acknowledge receipt on board my vessel of the quantity of oil specified hereon together with the signed, sealed representative sample(s) identified above.
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Date: <u>07-02-15</u>	Signature: <u>S/E RUBEN ZUNIGA</u>	(Rank)
(master, mate, chief engineer or other authorized person)		

This oil has not borne excise duty and must be used only on board vessels on marine voyages.  
Customer's permission must be obtained before diversion to alternative use.



Remarks of either party:	
Reference to Note(s) of Protest:	

No disclaimer stamp of any type or form will be accepted on this Bunker Delivery Receipt, nor should any stamp be applied, which alters, changes, or waives the seller's maritime lien against the vessel or waives the vessel's ultimate responsibility for the debt incurred through this transaction.

# **EXHIBIT D**



Sprague Operating Resources LLC  
185 International Drive  
Portsmouth, NH 03801-6809

Invoice Number: 15155485

## Invoice

Invoice Date: 7/6/2015

Bunkers International Corp  
1071 S. Sun Drive, Suite 3  
Lake Mary, FL 32746  
United States

Contact Name: Bill Preusch  
Phone: (407) 328-7757  
Fax: (407) 328-0045

SEC Voyage: V-15-00962  
SEC Contract No: BUS15(TS)0002

SEC Scheduler: Kenneth Fonseca  
Scheduler Phone: (603) 430-5337

Date	Product	Delivery Term	Terminal	Delivery Basis	Vessel	Volume	UOM	Price Per Metric Ton	SubTotals
7/2/2015	Bunker IFO 380	DLVD	So Portland Bunker	Bunkers International-Portlan	Portland Bunker No.1	400.3200	MT	\$ 374.00000	\$ 149,719.68
									<b>\$ 149,719.68</b>

Book Sequence: Nova Star

Invoice	Term	Due Date	Invoice Total
15155485	NET 30 DAYS FROM DATE OF DELIVERY	08/01/2015	<b>\$149,719.68</b>

PLEASE REMIT VIA WIRE TRANSFER TO:  
JPMORGAN CHASE BANK  
NEW YORK, NY  
ACCT: SPRAGUE OPERATING RESOURCES LLC  
ACCOUNT NO: 799760913  
ABA NO: 021000021

For questions regarding this invoice, please contact Wendy O'Brien by calling (603) 430-7260 or faxing (603) 430-7275.